

1. Paragraph one of the Complaint contains a general description of the action against Defendants, not factual assertions, to which no response is required. To the

extent an answer may be required, Defendants deny the allegations contained in this paragraph.

2. Paragraph two of the Complaint contains a general description of the action against Defendants, not factual assertions, to which no response is required. To the extent an answer may be required, Defendants deny the allegations contained in this paragraph.

3. Paragraph three of the Complaint contains a general description of the action against Defendants, not factual assertions, to which no response is required. To the extent an answer may be required, Defendants deny the allegations contained in this paragraph.

#### **THE PARTIES**

4. Defendants deny the allegations contained in paragraph four of the Complaint.

5. Defendants deny the allegations contained in paragraph five of the Complaint.

6. Defendants deny the allegations contained in paragraph six of the Complaint.

7. Defendants deny the allegations contained in paragraph seven of the Complaint.

**NON-RELATED PARTY PERSONS AND ENTITIES**

8. Paragraph eight makes no allegations concerning these Defendants and therefore no response is provided and Plaintiffs are left to their proofs.

9. Paragraph nine makes no allegations concerning these Defendants and therefore no response is provided and Plaintiffs are left to their proofs.

10. Defendants admit the allegations contained in paragraph ten of the Complaint.

11. Defendants admit the allegations contained in paragraph eleven of the Complaint.

**APPLICABLE COLLECTIVE BARGAINING AGREEMENTS**

12. Defendants deny the allegations contained in paragraph twelve of the Complaint.

13. Defendants deny the allegations contained in paragraph thirteen of the Complaint.

14. Defendants deny the allegations contained in paragraph fourteen of the Complaint.

15. Defendants deny the allegations contained in paragraph fifteen of the Complaint.

16. Defendants deny the allegations contained in paragraph sixteen of the Complaint.

17. Defendants deny the allegations contained in paragraph seventeen of the Complaint.

18. Defendants deny the allegations contained in paragraph eighteen of the Complaint.

19. Defendants deny the allegations contained in paragraph nineteen of the Complaint.

20. Defendants deny the allegations contained in paragraph twenty of the Complaint.

21. Defendants deny the allegations contained in paragraph twenty-one of the Complaint.

22. Defendants deny the allegations contained in paragraph twenty-two of the Complaint.

23. Defendants deny the allegations contained in paragraph twenty-three of the Complaint.

24. Defendants deny the allegations contained in paragraph twenty-four of the Complaint.

25. Defendants deny the allegations contained in paragraph twenty-five of the Complaint.

26. Defendants deny the allegations contained in paragraph twenty-six of the Complaint.

27. Defendants deny the allegations contained in paragraph twenty-seven of the Complaint.

28. Defendants deny the allegations contained in paragraph twenty-eight of the Complaint.

29. Defendants deny the allegations contained in paragraph twenty-nine of the Complaint.

30. Defendants deny the allegations contained in paragraph thirty of the Complaint.

31. Defendants deny the allegations contained in paragraph thirty-one of the Complaint.

32. Defendants deny the allegations contained in paragraph thirty-two of the Complaint.

33. Defendants deny the allegations contained in paragraph thirty-three of the Complaint.

34. Defendants deny the allegations contained in paragraph thirty-four of the Complaint.

35. Defendants deny the allegations contained in paragraph thirty-five of the Complaint.

36. Defendants deny the allegations contained in paragraph thirty-six of the Complaint.

37. Defendants deny the allegations contained in paragraph thirty-seven of the Complaint.

38. Defendants deny the allegations contained in paragraph thirty-eight of the Complaint.

**EFFECTS OF DEFENDANTS' [ALLEGED] MISCONDUCT**

39. Defendants deny the allegations contained in paragraph thirty-nine of the Complaint.

40. Defendants deny the allegations contained in paragraph forty of the Complaint.

41. Defendants deny the allegations contained in paragraph forty-one of the Complaint.

**PRODUCT MARKET AND GEOGRAPHICAL MARKET**

42. Defendants deny the allegations contained in paragraph forty-two of the Complaint.

43. Defendants deny the allegations contained in paragraph forty-three of the Complaint.

**EFFECT ON COLLECTIVE BARGAINING**

44. Defendants deny the allegations contained in paragraph forty-four of the Complaint.

**FIRST CAUSE OF ACTION**

45. Defendants restate the answers as set forth in paragraphs one through forty-four above.

46. Defendants deny the allegations contained in paragraph forty-six of the Complaint.

47. Defendants deny the allegations contained in paragraph forty-seven of the Complaint.

48. Defendants deny the allegations contained in paragraph forty-eight of the Complaint.

49. Defendants deny the allegations contained in paragraph forty-nine of the Complaint.

50. Defendants deny the allegations contained in paragraph fifty of the Complaint.

**SECOND CAUSE OF ACTION**

51. Defendants restate the answers as set forth in paragraphs one through fifty above.

52. Defendants deny the allegations contained in paragraph fifty-two of the Complaint.

53. Defendants deny the allegations contained in paragraph fifty-three of the Complaint.

54. Defendants deny the allegations contained in paragraph fifty-four of the Complaint.

55. Defendants deny the allegations contained in paragraph fifty-five of the Complaint.

56. Defendants deny the allegations contained in paragraph fifty-six of the Complaint.

**THIRD CAUSE OF ACTION**

57. Defendants restate the answers as set forth in paragraphs one through fifty-six above.

58. Defendants deny the allegations contained in paragraph fifty-eight of the Complaint.

**FOURTH CAUSE OF ACTION**

59. Defendants restate the answers as set forth in paragraphs one through fifty-eight above.

60. Defendants deny the allegations contained in paragraph sixty of the Complaint.

WHEREFORE, Defendant demands judgment against the Plaintiffs as to each claim for relief in their entirety, without costs or attorneys fees.

**AFFIRMATIVE DEFENSES**

1. The Complaint fails to state a cause of action upon which relief can be granted as a matter of fact and/or law.

2. The Plaintiffs' Claims are barred in whole or in part, by the Doctrine of Laches.

3. Plaintiffs' Claims are barred, in whole or in part, by the Doctrine(s) of Waiver and/or Estoppel.

4. Plaintiffs' Claims are barred, in whole or in part, by the Doctrines of Res Judicata and/or Collateral Estoppel.

5. Plaintiffs' Claims are barred, in whole or in part, as these Defendants breached no duty owed to the Plaintiffs.

6. Plaintiffs' Claims are barred, in whole or in part, due to the dismissal of prior actions.

7. Plaintiffs' Claims against Defendant Johnston are barred as Johnston has no fiduciary or other duty to or with any of the Plaintiffs.

8. Plaintiffs have failed to mitigate any and all damages.



9. Plaintiffs Claims are frivolous and Defendants must be awarded all reasonable costs and reasonable attorney's fees pursuant to Rule 11 of the Federal Rules of Civil Procedure.

10. The Favored Nations Clause of the Collective Bargaining Agreement bars all claims.

11. Plaintiffs' claims are barred by the doctrine of unclean hands.

12. Plaintiff has failed to allege a conspiracy.

13. If any statement by Defendants or Defendants' agent or representative was false, same was not known to be false at the time it was made.

14. If any omission was made to Plaintiffs by Defendants, same was not a material omission.

15. Plaintiff never entered into a contract with Defendants. Any contract alleged to have been entered into is violative of the Statute of Frauds.

16. The alleged damages complained of were due to unavoidable circumstances, causes beyond the control or fault of Defendants or as a result of the Plaintiffs' own actions and/or negligence.

17. Without admitting any contractual or other relationship to the Plaintiffs, Plaintiffs materially breached the contract.

18. No statements by Defendants to Plaintiffs were false.

19. Any statement by the Defendants to the Plaintiff that was false was not known to be false, in any event, no representation alleged in Plaintiff's Complaint is material to the transactions alleged therein.

20. Plaintiffs did not reasonably rely on any statement of Defendants.

21. There was no special relationship between Defendants and Plaintiffs.

22. The exact terms of the alleged misrepresentations are not plead with sufficient specificity.

23. Any statements made by Defendants were statements of opinion and as such are not actionable. At no time did the Defendants state or intentionally imply that any alleged statement was a statement of existing fact upon which the Plaintiff could reasonably rely, nor did the Defendants state or imply that any opinions expressed were based on facts that would justify reliance on those opinions.

24. Plaintiffs have failed to allege that Defendants conspired with another party.

25. Plaintiffs have failed to allege that Defendants acted in concert.

26. Plaintiffs have failed to allege the existence of an agreement, unlawful or otherwise, between Defendants and another party.

27. The Claims are barred by the applicable Statute of Limitations.

28. The Claims are barred, in whole or in part, by New York State Law.

29. The Claims are subject to mandatory arbitration under the terms of the Collective Bargaining Agreements.

30. Any statements alleged to have been made by Defendants were true.

31. Any statements alleged to have been made by Defendants were not made to third parties.

32. The Claims are barred, in whole or in part, by the lack of contract between Plaintiffs and Defendants or any third party.

33. The Claims are barred, in whole or in part, by the lack of a breach of any contract between Plaintiffs and Defendants or any third party.

34. The Claims are barred, in whole or in part, as Defendants induced no third party to breach any contract.

35. The Claims are barred, in whole or in part, by the lack of Defendants' intentional procurement of a breach of a valid contract between Plaintiffs and a third party.

36. The Claims are barred, in whole or in part, as Plaintiffs have suffered no damages.

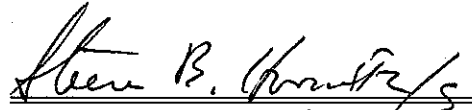
37. The Claims are barred, in whole or in part, by additional defenses as Defendants may have that cannot now be articulated due to the lack of specificity and generality

of the allegations in the Complaint, and due to the fact that discovery has not been completed. Defendants thus reserve the right to supplement and amend the foregoing to raise additional defenses as may appear as the case progresses.

**WHEREFORE,** having answered and responded, the Defendants respectfully request that Plaintiffs Complaint be ordered dismissed in its entirety with prejudice against Defendants, and that Defendants be entitled to recover its expended costs and attorney's fees, and all other relief this Court deems just and proper.

Dated: March 17, 2008

Respectfully submitted:

  
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